

Exhibit 2

The Disputed Claims

Sepideh Sally Cirino

(Claim No. 3893)

Name of Debtor and Case Number:			
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): GMAC/ RESIDENTIAL CAPITAL LLC, EL.AL			<input type="checkbox"/> Check this box if this claim amends a previously filed claim.
Name and address where notices should be sent: Ms.SEPIDEH SALLY CIRINO 27495 HIDDEN TRAIL RD LAGUNA HILLS, CA. 92653			Court Claim Number: _____ (If known)
Telephone number: _____ email: _____			Filed on: _____
Name and address where payment should be sent (if different from above):			<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number: 949-283-3774 email: SALLY.CIRINO@YAHOO.CO			5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.
1. Amount of Claim as of Date Case Filed: \$ UNKNOWN If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4).
2. Basis for Claim: LITIGATION (See instruction #2)			<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)().
3. Last four digits of any number by which creditor identifies debtor: 56038	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)			
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)			
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence definition of "redacted". DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DO If the documents are not available, please explain:			
1212020121109000000000301			
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: SEPIDEH SALLY CIRINO Title: _____ Company: _____ Address and telephone number (if different from notice address above): _____ Telephone number: 949-283-3774 Email: SALLY.CIRINO@YAHOO.COM			

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

- ☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
- ☐ Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4).
- ☐ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).
- ☐ Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).
- ☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).
- ☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:

\$ _____

* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

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COURT USE ONLY

Marlow Hooper and Monique Hooper

(Claim No. 1007)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM	
Name of Debtor and Case Number: GMAC Mortgage, LLC, Case No. 12-12032			
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Marlow Hooper and Monique Hooper		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____ <small>* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>	
Name and address where notices should be sent: Marlow Hooper, 12471 Melon Drive, Rancho Cucamonga, CA 91739			
Telephone number: 909-559-4949	email: _____		
Name and address where payment should be sent (if different from above): <div style="text-align: right;"> <input checked="" type="checkbox"/> Date Stamped Copy Returned <input type="checkbox"/> No self addressed stamped envelope <input type="checkbox"/> No copy to return </div>			
Telephone number: _____	email: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>460,000</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: <u>Contingent Entitlement to Sale Proceeds of Primary Residence-Pending Appeal-See Attachment</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: _____	3a. Debtor may have scheduled account as: _____ (See instruction #3a)		3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)			
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)			
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted") DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:			
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <u>Marlow Hooper</u> Title: _____ Company: _____ Address and telephone number (if different from notice address above): _____ Telephone number: _____ Email: _____			

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Attachment to Proof of Claim Form

1. Marlow and Monique Hooper are currently appellants in a case pending in the Ninth Circuit Court of Appeals against GMAC Mortgage, LLC ("GMAC"). The case number of that pending appeal is Case No. 12-60013.
2. Part of the appeal involves the opposition to a Compromise between GMAC and the Chapter 7 Trustee of Marlow and Monique Hooper's bankruptcy. The compromise involved the division of sales proceeds of Marlow and Monique Hooper's primary residence between the Chapter 7 Trustee's administrative fees, the Hooper's other creditors, and GMAC.
3. In the event that GMAC Mortgage, LLC has already received the sales proceeds contemplated by the Compromise and that such Compromise is disallowed or modified on appeal, all or a portion of the proceeds received by GMAC Mortgage, LLC may need to be returned to the Marlow and Monique Hooper and/or their bankruptcy estate and they would be entitled to a claim in this case for that amount, which could be as large as \$460,000, the amount of the proceeds purportedly turned over to GMAC Mortgage, LLC pursuant to the Compromise.

1 Thomas J. Polis, Esq. - SBN 119326
2 **POLIS & ASSOCIATES**
3 **A PROFESSIONAL LAW CORPORATION**
4 19800 MacArthur Boulevard, Suite 1000
5 Irvine, California 92612-2433
6 Telephone: (949) 862-0040
7 Facsimile: (949) 862-0041
8 E-Mail: tom@polis-law.com
9 Counsel for Chapter 7 Trustee, Karl T. Anderson

10 **UNITED STATES BANKRUPTCY COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**

12 **In re**) **Case No. 6:08-bk-24094-MJ**
13)
14 **MARLOW HOWARD HOOPER AND**) **Chapter 7**
15 **MONIQUE L. HOOPER,**)
16) **CHAPTER 7 TRUSTEE'S MOTION FOR**
17 **ORDER AUTHORIZING TRUSTEE'S**
18 **GLOBAL COMPROMISE ADVERSARY**
19 **DEBTORS.**) **PROCEEDING [ADV. PROC. 6:09-01275-**
20 **MJ]; DECLARATION OF CHAPTER 7**
21 **TRUSTEE IN SUPPORT THEREOF**
22)
23 **Hearing Date:**
24 **Date: January 11, 2011**
25 **Time: 10:00 a.m.**
26 **Ctrm: 301, 3rd**
27 **3420 Twelfth St.**
28 **Riverside, CA 92501**

Plaintiff, Karl T. Anderson, exclusively in his capacity as Chapter 7 Trustee ("Trustee") of the bankruptcy estate of *In re Marlow Howard Hooper and Monique L. Hooper*, Case No. 6:08-bk-24094-MJ ("Debtor") brings this *Motion For Order Authorizing Trustee's Settlement Agreement And Global Compromise of Adversary Proceeding [Adv. Proc. 6:09-ap-01275-MJ]*.

The Trustee believes that the proposed settlement between the Debtors' estate, the Trustee, GMAC Mortgage, LLC ("GMAC"), ETS Services, LLC ("ETS"), Mortgage Electronic Registration Systems, Inc. ("MERS", and collectively with ETS and MERS, the "Lender") is in the best interest of the Debtors' bankruptcy estate and its creditors, will avoid costly litigation and allow for the most efficient and expeditious manner to settle the Trustee's claims.

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I.

FACTUAL SUMMARY

1. On or about October 15, 2008, the Debtors filed a voluntary Bankruptcy Petition under Chapter 7 of the United States Bankruptcy Code ("Bankruptcy Code") in the United States Bankruptcy Court for the Central District of California, Riverside Division (the "Bankruptcy Court"), assigned case number 6:08-bk-24094-MJ. Trustee, Karl T. Anderson was appointed initially as the interim Trustee and, upon the conclusion of the meeting of creditors, is now the permanent Chapter 7 Trustee in this case.

2. The Schedules of Assets and Liabilities filed by the Debtors list secured claims against the Debtors' residential property located at 5455 Peppertree Place, Rancho Cucamonga, California, with a legal description of "Lot 19, Tract 16332, in the City of Rancho Cucamonga, County of San Bernardino, State of California, as per Plat recorded in Book 293 of Maps, page(s) 75 to 78, inclusive, records of said county" (the "Property") held by GMAC pursuant to: (1) a first deed of trust in the amount of approximately \$1,077,217.96; and (2) a second deed of trust in the amount of approximately \$163,791.03 (collectively, the "Lender Liens").

3. On December 31, 2008, the Lender filed an amended motion [Docket No. 14] (the "*Stay Motion*") seeking relief from stay with respect to the Property. On February 5, 2009, the Court entered an order [Docket No. 18] granting the *Stay Motion*.

4. On February 19, 2009, the Court entered an order [Docket No. 21] closing the Debtors' Chapter 7 case.

5. On April 30, 2009, the Court entered an order [Docket No. 26] granting the Debtors' Motion to Re-open the Chapter 7 Bankruptcy Case.

6. On June 11, 2009, Karl T. Anderson as Trustee initiated an Adversary Proceeding, Adv. No. 6:09-ap-01275-MJ (the "Adversary"), wherein Karl T. Anderson as Trustee sought to avoid the certain transfers related to the Lender Liens under Sections 547 and 550 of the Bankruptcy Code.

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9. Karl T. Anderson, Trustee and the Lender have entered in discussions regarding a resolution of the Adversary and the distribution of the net proceeds of the Property sale, and have reached agreement as set forth herein.

11.

SUMMARY TERMS OF THE SETTLEMENT AGREEMENT

1. Upon entry of a Court order approving the Stipulation: (a) the *Motion for Summary Judgment* shall be taken off calendar; and (b) Karl T. Anderson as Trustee shall lodge with the Court a *Stipulated Judgment* ("*Judgment*") providing for (i) a portion of the Lender Liens in the amount of \$95,000 to be avoided and preserved for the benefit of the estate pursuant to Section 551 of the Bankruptcy Code, and (ii) the Adversary Proceeding otherwise dismissed with prejudice as to all Defendants.

2. Upon entry of the Judgment: (a) the Net Proceeds shall be disbursed as follows: (i) the estate shall retain \$95,000 for payment of (x) a distribution to creditors holding allowed unsecured claims (excluding any deficiency or other claim of the Lender) in the amount of not less than \$10,000, and (y) allowed Chapter 7 administrative expenses and distribution in an amount not to exceed \$85,000; (ii) GMAC shall be allowed a claim in the amount of the

1 remaining Net Proceeds (not less than \$460,000); and (iii) the remaining Net Proceeds (not
2 less than \$460,000) shall be disbursed to GMAC; and (b) Karl T. Anderson as Trustee shall
3 promptly seek to have the Court close the Debtors' Chapter 7 case.

4 3. Upon the later of entry of a final Court order approving the Stipulation and the
5 entry of the Judgment becoming final: (a) Karl T. Anderson in his capacity as Chapter 7
6 Trustee, irrevocably and unconditionally releases and forever discharges the Defendants from
7 any and all charges, complaints, claims, and liabilities of any kind, including, without limitation,
8 claims for the recovery of preferential transfers, fraudulent conveyances, or other avoidance
9 actions under federal or state law, including all attorneys' fees, interest, expenses, and costs
10 actually incurred or of any nature whatsoever, known or unknown, suspected or unsuspected,
11 which in any way arise from or relate to the Property; and (b) the Defendants irrevocably and
12 unconditionally release and forever discharges the Chapter 7 estate and Karl T. Anderson as
13 Trustee from any and all charges, complaints, claims, and liabilities of any kind, including,
14 without limitation, claims for the recovery of preferential transfers, fraudulent conveyances, or
15 other avoidance actions under federal or state law, including all attorneys' fees, interest,
16 expenses, and costs actually incurred or of any nature whatsoever, known or unknown,
17 suspected or unsuspected, which in any way arise from or relate to the Property.

18 4. To the extent that the releases contained in the foregoing Section 3 are releases
19 to which Section 1542 of the California Civil Code or similar provisions of other applicable law
20 apply, the parties to this stipulation waive any and all rights and benefits conferred upon each
21 of them thereby. Section 1542 provides as follows:

22 A general release does not extend to claims which the creditor does not
23 know or suspect to exist in his or her favor at the time of executing the release,
24 which if known by him or her must have materially affected his or her settlement
25 with the debtor.

26 5. For avoidance of doubt, the Debtors shall not be entitled to receive any portion
27 of the Property sale proceeds, whether on account of any asserted homestead exemption or
28 otherwise.

Note: To the extent there is any discrepancy between the summary presented herein and the express language of the Settlement Agreement, the Settlement Agreement shall control.

III.

BENEFITS OF THE PROPOSED SETTLEMENT AGREEMENT
TO THE DEBTORS' BANKRUPTCY ESTATE

The Trustee believes the proposed Settlement is in the best interest of the Debtors' bankruptcy estate and is the most expedient and cost effective method for resolving the above-referenced controversy in that it will avoid costly litigation. The expenses incurred in fully litigating the bankruptcy estate's claims would most likely exceed any additional benefit the estate may achieve from prosecuting any claims asserted against the estate.

IV.

MEMORANDUM OF POINTS AND AUTHORITIES

A. APPROVAL OF COMPROMISE WITHOUT A HEARING IS PROPER

Local Bankruptcy Rule 9013 provides:

"(a) Matters That May Be Determined Upon Notice and Opportunity to Request Hearing. (OPTIONAL PROCEDURE). Upon not less than 15 days notice to such creditors and interested parties who are entitled to notice of the particular matter, orders may be obtained on the following types of motions without a hearing unless one is specifically requested by filing and serving a written response that complies with Local Bankruptcy Rule 9013-1(1)(g) and request for hearing within fifteen (15) days of service of the date of the notice ...

(xiv) Other motions. The Court may determine other motions using this procedure provided that the motion specifies why this procedure is appropriate under 11 U.S.C. Section 102(1)(B) given the facts of the case." (Emphasis added.)

11 U.S.C. Section 102(1)(B) provides:

"After notice and a hearing,' or a similar phrase -

(B) authorizes an act without an actual hearing if such notice is given properly and if-

(I) such a hearing is not requested timely by a party in interest; or

1 (ii) there is insufficient time for a hearing to be
2 commenced before such act must be done, and the
court authorizes such act;"

3 The Trustee believes Rule 9013 of the Local Bankruptcy Rules of the United States
4 Bankruptcy Court for the Central District of California provides an expeditious and efficient
5 opportunity and notice for hearing procedure which is appropriate for this Motion to approve a
6 favorable settlement.

7 **B. UPON APPROVAL BY THE COURT, A TRUSTEE MAY COMPROMISE A CLAIM OF THE DEBTORS'**
8 **BANKRUPTCY ESTATE**

9 Bankruptcy Rule 9019(a) provides:

10 "On motion by the Trustee and after notice and a hearing, the
11 court may approve a compromise or settlement. Notice shall be
12 given to creditors, the United States Trustee, the debtor, and
indenture trustees as provided in Rule 2002 and to any other
entity as the court may direct."

13 Thus, upon notice to the Debtors' creditors, the United States Trustee, Debtor, and
14 indenture trustees, Trustee may compromise a claim of the estate.

15 **C. THE BANKRUPTCY COURT MAY APPROVE A COMPROMISE WHICH IS FAIR AND EQUITABLE**

16 The purpose of a compromise and settlement between a trustee and a claimant is to
17 allow the parties to avoid the expenses and burdens associated with litigation. *Martin v. Kane*
18 (*In re A & C Properties*, 784 F.2d 1377, 1380-81 (9th Cir. 1986), *cert. denied sub mon*, *Martin*
19 *v Robinson*, 479 U.S. 854 (1986). The bankruptcy court has great latitude in approving
20 compromise agreements as long as it finds that the compromise is fair and equitable. *Id.* at
21 1382; See also, *Woodson v Fireman's Fund Insurance Company (In re Woodson*, 839 F.2d
22 610, 620 (9th cir. 1988). In determining the fairness, reasonableness and adequacy of a
23 proposed settlement agreement, the Court must consider the following factors:

- 24 (a) the probability of success in the litigation;
25 (b) the difficulties, if any, to be encountered in the matter of
26 collection;
27 (c) the complexity of the litigation involved, and the expense,
28 inconvenience, and delay necessarily attending it; and

(d) the paramount interests of the creditors and a proper deference to their reasonable views.

In re A & C Properties, 784 F.2d 1381; *In re Woodson*, 839 F.2d 620. In other words, the Court must weigh certain factors in order to determine whether the compromise is in the best interests of the bankruptcy estate. *In re A & C Properties*, 784 F.2d 1382.

First and foremost the Trustee and Lenders, both through their counsel have considered that either party could succeed at either the trial court level or a subsequent appellate court level. Specifically, the critical issue of whether the incorrect lot number and assessor's parcel number for the Pepper Tree Property is sufficient to put a bona fide purchaser on notice as asserted under the Trustee's "strong arm powers" of Section 544 of the Bankruptcy Code could sway in either direction, thus the likelihood of success of the litigation and the doubt both Parties have to certain success in the litigation clearly dictates that compromise of the claims makes the most economic sense.

Second factor of whether there would be collection problems does not really enter into the present case since the net sales proceeds from the Pepper Tree Property are being held in a blocked account maintained by the Chapter 7 Trustee until conclusion or settlement of the above-captioned Adversary Proceeding.

Third factor, namely the complexity and costs involved were outlined in relation to the first factor. Moreover, as the Court is well aware, both the Lenders and the Trustee have devoted substantial sums of money litigating the legal issues and if the matter is not compromised as proposed, the Parties' will be incurring substantial additional costs, both at the trial court level and no doubt at the appellate court level. Unless compromised as proposed by the Parties, the legal fees for both Parties will exceed the net recovery for the prevailing party, regardless which party prevails.

Finally, not only does the compromise conclude the matter it allows the Trustee to promptly begin the case closing process and distribute the net proceeds to the Debtors' creditors as proposed in the Settlement. Overall, though the Adversary Proceeding involves unique legal issues, the Trustee's primary objective of resolving the Debtors' estate in an

1 expeditious manner is achieved with this Settlement.

2 After discussion with counsel and reviewing all the relevant facts the Trustee has
3 determined that the settlement is fair and reasonable under the relevant circumstances. Thus,
4 Karl T. Anderson as Trustee believes the proposed global settlement is in the best interests of
5 the Debtor's bankruptcy estate.

6 The interests of the creditors would best be served if this Court were to approve the
7 Settlement Agreement between, the various Lenders and the Trustee as set forth above, in that
8 the Settlement Agreement will avoid costly litigation which is not likely to result in a judgment
9 net of additional estimated attorneys fees in an amount greater than that proposed in the
10 Settlement Agreement.

11 **V.**

12 **CONCLUSION**

13 Based on the foregoing, the Trustee respectfully requests that he be authorized to settle
14 and compromise the above-referenced Adversary Proceeding under the terms and conditions
15 set forth in the Settlement Agreement between the Trustee and the Lenders and for such other
16 and further relief as this Court deems just and proper.

17 **DATED: DECEMBER 21, 2010**

**POLIS & ASSOCIATES,
A PROFESSIONAL LAW CORPORATION**

19 By: /s/ Thomas J. Polis
20 Thomas J. Polis
21 Counsel for Chapter 7 Trustee,
22 Karl T. Anderson
23
24
25
26
27
28

DECLARATION OF KARL T. ANDERSON

I, Karl T. Anderson, declare as follows:

1. I am the Chapter 7 Trustee of the bankruptcy estate of *In re Marlow Howard Hooper and Monique L. Hooper*, Case No. 6:08-bk-24094-MJ ("Debtors"). I make this Declaration in support of the *Chapter 7 Trustee's Motion For Order Authorizing Trustee's Settlement Agreement And Global Compromise of Discharge Adversary Proceeding [Adv. Proc. 6:09-01275-MJ]*. I am competent to testify to the following on my own personal knowledge, information and belief.

2. On or about October 15, 2008, the Debtors filed a voluntary Bankruptcy Petition under Chapter 7 of the United States Bankruptcy Code ("Bankruptcy Code") in the United States Bankruptcy Court for the Central District of California, Riverside Division (the "Bankruptcy Court"), assigned case number 6:09-bk-24094-MJ. I was appointed initially as the interim Trustee and, upon the conclusion of the meeting of creditors, I am now the permanent Chapter 7 Trustee in this case.

3. The Schedules of Assets and Liabilities filed by the Debtors list secured claims against the Debtors' residential property located at 5455 Peppertree Place, Rancho Cucamonga, California, with a legal description of "Lot 19, Tract 16332, in the City of Rancho Cucamonga, County of San Bernardino, State of California, as per Plat recorded in Book 293 of Maps, page(s) 75 to 78, inclusive, records of said county" (the "Property") held by GMAC pursuant to: (1) a first deed of trust in the amount of approximately \$1,077,217.96; and (2) a second deed of trust in the amount of approximately \$163,791.03 (collectively, the "Lender Liens").

4. On December 31, 2008, the Lender filed an amended motion [Docket No. 14] (the "*Stay Motion*") seeking relief from stay with respect to the Property. On February 5, 2009, the Court entered an order [Docket No. 18] granting the *Stay Motion*.

5. On February 19, 2009, the Court entered an order [Docket No. 21] closing the Debtors' Chapter 7 case.

///

1 6. On April 30, 2009, the Court entered an order [Docket No. 26] granting the
2 Debtors' motion to re-open the Chapter 7 case.

3 7. On June 11, 2009, I initiated an Adversary Proceeding, Adv. No. 6:09-ap-01275-
4 MJ (the "Adversary"), wherein I sought to avoid the certain transfers related to the Lender Liens
5 under Sections 547 and 550 of the Bankruptcy Code.

6 8. On or about January 4, 2010, I filed my *Motion for Order Re: Summary Judgment*
7 (*"Motion for Summary Judgment"*) in the Adversary. After an initial hearing on the *Motion for*
8 *Summary Judgment*, supplemental briefing was requested by the Court. The time for the
9 Lender to file its supplemental reply brief, and the continued hearing on the *Motion For*
10 *Summary Judgment*, have been continued from time to time with the agreement of myself and
11 the Lenders. The Lenders' supplemental reply brief currently due to be filed on February 10,
12 2011, and the continued hearing on the *Motion for Summary Judgment* currently is scheduled
13 for February 24, 2011 at 10:00 a.m.

14 9. On November 24, 2010 the Court entered an order [Docket No. 68] approving
15 the sale of the Property. The Property sale has closed and I am holding the net proceeds
16 for the benefit of the estate in the amount of \$555,911 (the "Net Proceeds") pending further
17 order of the Court.

18 10. The Lenders and I have entered in discussions regarding a resolution of the
19 Adversary and the distribution of the net proceeds of the Property sale, and have reached
20 agreement as set forth herein.

21 11. Attached hereto as Exhibit "A" is a true and correct copy of the final version of
22 the Settlement Agreement, that upon complete execution will be filed and served pursuant to
23 the Local Bankruptcy Rules and the Federal Rules of Bankruptcy Procedure.

24 12. I believe as the Debtors' Chapter 7 Trustee of the bankruptcy estate that the
25 proposed Settlement addresses all of the factors required by the Ninth Circuit in the *In re A&*
26 *C Properties* case. Specifically, I believe that for the reasons detailed in the Compromise
27 Motion that when I factor in: (1) the probability of success; (2) the issues related to collection;
28 (3) the complexity of the litigation involved; and (4) most importantly the efficiency of

1 administering the Debtors' bankruptcy estate that the Settlement is by far the best option and
2 resolution of the Adversary Proceeding.

3 I declare under penalty of perjury under the laws of the United States of America that
4 the foregoing is true and correct.

5 Executed on December 21, 2010 at Palm Springs, California.

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/s/ Karl T. Anderson
Karl T. Anderson

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In re: Marlow Howard Hooper and Monique L. Hooper,	Chapter 7
Debtor(s).	Case Number 6:08-bk-24094-MJ

NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

POLIS & ASSOCIATES
A Professional Law Corporation
19800 MacArthur Boulevard, Suite 1000
Irvine, California 92612-2433

A true and correct copy of the foregoing document described **CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING TRUSTEE'S GLOBAL COMPROMISE AND REVOCATION OF DISCHARGE ADVERSARY PROCEEDING [ADV. PROC. 6:09-01275-MJ]; DECLARATION OF CHAPTER 7 TRUSTEE IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On **December 21, 2010**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

- Office of the United States Trustee, Riverside Division - ustregion16.rs.ecf@usdoj.gov
- Karl T Anderson edansie@hotmail.com
- Eddie R Jimenez ecfcacbla@piteduncan.com
- Jerry LaCues jerry@lacueslaw.com
- Alyssa K McCorkle ecfcacb@piteduncan.com
- Josephine E Piranio ecfcacbrs@piteduncan.com
- Rabin J Pournazarian rabin@pricelawgroup.com
- Nathan A Schultz schultzn@gtlaw.com
- Yaron Shaham ys@severson.com
- Stephen R Wade dp@srwadelaw.com

☐ Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):

On **December 21, 2010**, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. *Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.*

SERVED VIA GOLDEN STATE OVERNIGHT

- Honorable Judge Meredith A. Jury, United States Bankruptcy Court, Central District of California
3420 Twelfth Street, Suite 345, Riverside, California 92501
- Marlow Hooper, 12471 Melon Dr., Rancho Cucamonga, CA 91739

☐ Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____ I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. *Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.*

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

December 21, 2010

Cristina L. Allen

/s/ Cristina L. Allen

Date

Type Name

Signature

1 NATHAN A. SCHULTZ (State Bar No. 223539)
2 WILLIAM MARK LEVINSON (State Bar No. 133002)
3 GREENBERG TRAUIG, LLP
4 2450 Colorado Avenue, Suite 400E
5 Santa Monica, California 90404
6 Telephone: (310) 586-7700
7 Facsimile: (310) 586-7800
8 Email: schultzn@gtlaw.com

9 Attorneys for GMAC Mortgage, LLC

10 UNITED STATES BANKRUPTCY COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 RIVERSIDE DIVISION

13 In re) Case No. 6:08-bk-24094-MJ
14 MARLOW HOWARD HOOPER AND) Chapter 7
15 MONIQUE L. HOOPER,)
16 Debtors.) STIPULATION BETWEEN CHAPTER 7
17) TRUSTEE AND DEFENDANTS GMAC
18) MORTGAGE, LLC, ETS SERVICES,
19) LLC, AND MORTGAGE ELECTRONIC
20) REGISTRATION SYSTEMS, INC.
21) REGARDING: (I) DISTRIBUTION OF
22) PROCEEDS FROM SALE OF PROPERTY;
23) AND (II) RESOLUTION OF
24) PREFERENCE AVOIDANCE ACTION

25 TO THE HONORABLE MEREDITH JURY, UNITED STATES BANKRUPTCY JUDGE, THE
26 CLERK OF THE BANKRUPTCY COURT, AND ALL OTHER PARTIES IN INTEREST:

27 GMAC Mortgage, LLC ("GMAC"), ETS Services, LLC ("ETS"), and
28 Mortgage Electronic Registration Systems, Inc. ("MERS", and
collectively with ETS and MERS, the "Lender") and Karl T. Anderson,
the duly appointed and acting Chapter 7 Trustee (the "Trustee") for

1 the bankruptcy estate of Debtors Marlow and Monique Hooper (the
2 "Debtors") hereby request that the Court approve the within
3 stipulation between the parties.

4 RECITALS

5 A. On October 15, 2008, the Debtors filed a voluntary
6 petition under chapter 7 of the Bankruptcy Code. The Trustee was
7 appointed as chapter 7 trustee for the Debtors' estate.

8 B. The Schedules of Assets and Liabilities filed by the
9 Debtors list secured claims against the Debtors' residential
10 property located at 5455 Peppertree Place, Rancho Cucamonga,
11 California, with a legal description of "Lot 19, Tract 16332, in
12 the City of Rancho Cucamonga, County of San Bernardino, State of
13 California, as per Plat recorded in Book 293 of Maps, page(s) 75 to
14 78, inclusive, records of said county" (the "Property") held by
15 GMAC pursuant to: (1) a first deed of trust in the amount of
16 approximately \$1,077,217.96; and (2) a second deed of trust in the
17 amount of approximately \$163,791.03 (collectively, the "Lender
18 Liens").

19 C. On December 31, 2008, the Lender filed an amended
20 motion [Docket No. 14] (the "Stay Motion") seeking relief from stay
21 with respect to the Property. On February 5, 2009, the Court
22 entered an order [Docket No. 18] granting the Stay Motion.

23 D. On February 19, 2009, the Court entered an order
24 [Docket No. 21] closing the Debtors' chapter 7 case.

25 E. On April 30, 2009, the Court entered an order
26 [Docket No. 26] granting the Debtors' motion to re-open the chapter
27 7 case.

28

1 F. On June 11, 2009, the Trustee initiated an Adversary
2 Proceeding, Adv. No. 6:09-ap-01275-MJ (the "Adversary"), wherein
3 the Trustee sought to avoid the certain transfers related to the
4 Lender Liens under sections 547 and 550 of the Bankruptcy Code.

5 G. On or about January 4, 2010, the Trustee filed its
6 Motion for Order Re: Summary Judgment ("Motion for Summary
7 Judgment") in the Adversary. After an initial hearing on the
8 Motion for Summary Judgment, supplemental briefing was requested by
9 the Court. The time for the Lender to file its supplemental reply
10 brief, and the continued hearing on the Motion For Summary
11 Judgment, have been continued from time to time with the agreement
12 of the Trustee and the Lender. The Lender's supplemental reply
13 brief currently is due to be filed on February 10, 2011, and the
14 continued hearing on the Motion for Summary Judgment currently is
15 scheduled for February 24, 2011 at 10:00 a.m.

16 H. On November 24, 2010 the Court entered an order
17 [Docket No. 68] approving the sale of the Property. The Property
18 sale has closed and the Trustee is holding net proceeds for the
19 benefit of the estate in the amount of \$555,911 (the "Net
20 Proceeds") pending further order of the Court.

21 I. The Trustee and the Lender have entered in
22 discussions regarding a resolution of the Adversary and the
23 distribution of the net proceeds of the Property sale, and have
24 reached agreement as set forth herein.

25 WHEREFORE, THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

26 1. Upon entry of a Court order approving this
27 Stipulation: (a) the Motion for Summary Judgment shall be taken off
28 calendar; and (b) the Trustee shall lodge with the Court a

1 stipulated judgment ("Judgment") providing for (i) a portion of the
2 Lender Liens in the amount of \$95,000 to be avoided and preserved
3 for the benefit of the estate pursuant to section 551 of the
4 Bankruptcy Code, and (ii) the Adversary otherwise to be dismissed
5 with prejudice as to all Defendants.

6 2. Upon entry of the Judgment: (a) the Net Proceeds
7 shall be disbursed as follows: (i) the estate shall retain \$95,000
8 for payment of (x) a distribution to creditors holding allowed
9 unsecured claims (excluding any deficiency or other claim of the
10 Lender) in the amount of not less than \$10,000, and (y) allowed
11 chapter 7 administrative expenses and distribution in an amount not
12 to exceed \$85,000; (ii) GMAC shall be allowed a claim in the amount
13 of the remaining Net Proceeds (not less than \$460,000); and
14 (iii) the remaining Net Proceeds (not less than \$460,000) shall be
15 disbursed to GMAC; and (b) the Trustee shall promptly seek to have
16 the Court close the Debtors' chapter 7 case.

17 3. Upon the later of entry of a final Court order
18 approving this Stipulation and the entry of the Judgment becoming
19 final: (a) the Trustee, on behalf of the chapter 7 estate and in
20 his capacity as chapter 7 trustee, irrevocably and unconditionally
21 releases and forever discharges the Defendants from any and all
22 charges, complaints, claims, and liabilities of any kind,
23 including, without limitation, claims for the recovery of
24 preferential transfers, fraudulent conveyances, or other avoidance
25 actions under federal or state law, including all attorneys' fees,
26 interest, expenses, and costs actually incurred or of any nature
27 whatsoever, known or unknown, suspected or unsuspected, which in
28 any way arise from or relate to the Property; and (b) the

1 Defendants irrevocably and unconditionally releases and forever
2 discharges the chapter 7 estate and the Trustee from any and all
3 charges, complaints, claims, and liabilities of any kind,
4 including, without limitation, claims for the recovery of
5 preferential transfers, fraudulent conveyances, or other avoidance
6 actions under federal or state law, including all attorneys' fees,
7 interest, expenses, and costs actually incurred or of any nature
8 whatsoever, known or unknown, suspected or unsuspected, which in
9 any way arise from or relate to the Property.

10 4. To the extent that the releases contained in the
11 foregoing Section 3 are releases to which Section 1542 of the
12 California Civil Code or similar provisions of other applicable law
13 apply, the parties to this stipulation waive any and all rights and
14 benefits conferred upon each of them thereby. Section 1542
15 provides as follows:

16 A general release does not extend to claims
17 which the creditor does not know or suspect to exist in
18 his or her favor at the time of executing the release,
19 which if known by him or her must have materially
20 affected his or her settlement with the debtor.

21 5. For avoidance of doubt, the Debtors shall not be
22 entitled to receive any portion of the Property sale proceeds,
23 whether on account of any asserted homestead exemption or
24 otherwise.

25
26 DATED: December 20, 2010

27 NATHAN A. SCHULTZ,
28 GREENBERG TRAURIG, LLP
Counsel for GMAC MORTGAGE, LLC

1
2
3 DATED: December 20, 2010

4 YARON SHAHAM
5 SEVERSON & WERSON, APC
6 Counsel for ETS SERVICES, LLC AND
7 MORTGAGE ELECTRONIC REGISTRATION
8 SYSTEMS, INC.

9
10 DATED: December 20, 2010

11 THOMAS J. POLIS, ESQ.
12 POLIS & ASSOCIATES, APLC
13 Counsel for Karl T. Anderson,
14 Chapter 7 Trustee
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In re: MARLOW HOWARD HOOPER AND MONIQUE L. HOOPER,

Chapter 7
Debtors. Case No. 6:08-bk-24094-MJ

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 2450 Colorado Avenue, Suite 400E, Santa Monica, CA 90404

A true and correct copy of the foregoing document described **STIPULATION BETWEEN CHAPTER 7 TRUSTEE AND DEFENDANTS GMAC MORTGAGE, LLC, ETS SERVICES, LLC, AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. REGARDING: (I) DISTRIBUTION OF PROCEEDS FROM SALE OF PROPERTY; AND (II) RESOLUTION OF PREFERENCE AVOIDANCE ACTION** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On December 20, 2010 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email addressed indicated below:

Chapter 7 Trustee - Karl T Anderson
edansie@hotmail.com, kanderson@ecf.epiqsystems.com

Counsel for Debtor Marlow Hooper - Jerry LaCues
jerry@lacueslaw.com

Counsel for Chapter 7 Trustee - Thomas J Polis
tom@polis-law.com

☒ Service information continued on
attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL(indicate method for each person or entity served):

On _____ I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

N/A

☐ Service information continued on
attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____ I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

N/A

☐ Service information continued on
attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

December 20, 2010

Nathan A. Schultz

/s/ Nathan A. Schultz

Date

Type Name

Signature

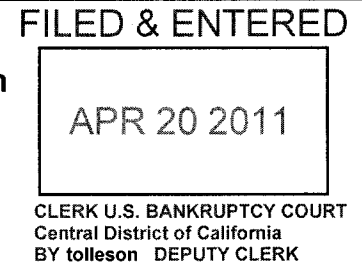
ADDITIONAL ECF SERVICE PARTIES

Counsel for Creditor GMAC Mortgage, LLC - Nathan A. Schultz
schultzn@gtlaw.com

Counsel for ETS Services LLC and Mortgage Electronic Registration Systems, Inc.- Yaron Shaham
ys@severson.com

United States Trustee
ustregion16.rs.ecf@usdoj.gov

1 Thomas J. Polis, Esq. – CSBN 119326
2 **Polis & Associates, A Professional Law Corporation**
3 19800 MacArthur Boulevard, Suite 1000
4 Irvine, California 92612-2433
5 Telephone: (949) 862-0040
6 Facsimile: (949) 862-0041
7 E-Mail: tom@polis-law.com



8 Counsel for Chapter 7 Trustee, Karl T. Anderson

9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**

11 **In re**

12 **MARLOW HOWARD HOOPER and**
13 **MONIQUE L. HOOPER**

14 **Debtors.**

15 **Case No. 6:08-bk-24094-MJ**

16 **Chapter 7**

17 **ORDER GRANTING CHAPTER 7 TRUSTEE'S**
18 **MOTION FOR GLOBAL COMPROMISE OF**
19 **ADVERSARY PROCEEDING [ADV. PROC.**
20 **6:09-ap-01275-MJ]**

21 **Hearing:**

22 **Date: March 29, 2011**

23 **Time: 1:30 p.m.**

24 **Ctrm: 302, Third Floor**

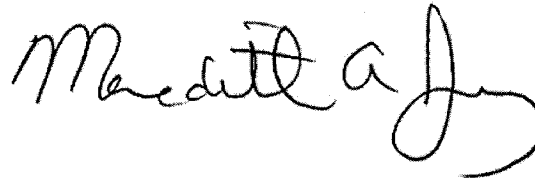
25 **3420 Twelfth Street**

26 **Riverside, California 92501**

At the above-captioned time and place, the Honorable Meredith A. Jury, United States Bankruptcy Judge, conducted the hearing on *Plaintiff's Karl T. Anderson's Motion For Order Authorizing Trustee's Global Compromise Re: Adversary Proceeding [Adv. Proc. 6:09-01275-MJ]*. (A true and correct copy of the *Stipulation By and Between Plaintiff Karl T. Anderson and Defendants GMAC Mortgage, ETS Services, and Mortgage Electric Registration Systems*' is attached hereto as Exhibit "A"). Plaintiff Karl T. Anderson, Chapter 7 Trustee, appeared through his counsel of record, Thomas J. Polis, Esq. of Polis & Associates, APLC; GMAC Mortgage, LLC appeared through its counsel of record, Nathan A. Schultz, Esq., of Greenberg Traurig, LLP; ETS Services, LLC and Mortgage Electronic Registration Systems, Inc., appeared through its counsel of record, Yaron Shamon, Esq. of Severson & Werson, APC, and Debtors Marlow Howard Hooper and Monique L. Hooper, appeared through their counsel of record Steven Wade. Pursuant to the findings made on the records, and for good cause;

IT IS SO ORDERED that *Chapter 7 Trustee's Motion For Order Authorizing Trustee's Global Compromise Re: Adversary Proceeding [Adv. Proc. 6:09-01275-MJ]* **is granted.**

###



DATED: April 20, 2011

United States Bankruptcy Judge

In re: Marlow Howard Hooper and Monique L. Hooper,	Debtor(s).	CHAPTER 7 CASE NO. 6:08-bk-24094-MJ
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NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is

Polis & Associates
A Professional Law Corporation
19800 MacArthur Boulevard, Suite 1000
Irvine, California 92612-2433

A true and correct copy of the foregoing document described as: **ORDER GRANTING CHAPTER 7 TRUSTEE'S ORDER AUTHORIZING TRUSTEE'S GLOBAL COMPROMISE RE: ADVERSARY PROCEEDING [ADV. PROC. 6:09-01275-MJ]** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

☐ Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):

On **April 4, 2011**, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. *Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.*

SERVED VIA GOLDEN STATE OVERNIGHT OVERNIGHT DELIVERY

- Honorable Meredith A. Jury, United States Bankruptcy Court, Central District of California
3420 Twelfth Street, Suite 345, Riverside, California 92501-3819

SERVED VIA U.S. FIRST CLASS MAIL

- Nathan A. Schultz, Esq., Greenberg Traurig, LLP
2450 Colorado Avenue, Suite 400E, Santa Monica, California 90404
- Yaron Shaham, Esq., Severson & Werson, APC
19100 Von Karman, Suite 700, Irvine, California 92612
- Office of the United States Trustee, Riverside Division, 3685 Main Street, Suite 300, Riverside, California 92501
- Stephen R. Wade, Esq., Law Offices of Stephen Wade
400 N. Mountain Avenue, Suite 214B, Upland, California 91786

☐ Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. *Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.*

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

April 4, 2011
Date

Cristina L. Allen
Type Name

/s/ Cristina L. Allen
Signature

In re: Marlow Howard Hooper and Monique L. Hooper, Debtor(s).	CHAPTER: 7 CASE NO. 6:08-bk-24094-MJ
--	---

NOTE TO USERS OF THIS FORM:

- 1) Attach this form to the last page of a proposed Order or Judgment. Do not file as a separate document.
- 2) The title of the judgment or order and all service information must be filled in by the party lodging the order.
- 3) **Category I.** below: The United States trustee and case trustee (if any) will always be in this category.
- 4) **Category II.** below: List **ONLY** addresses for debtor (and attorney), movant (or attorney) and person/entity (or attorney) who filed an opposition to the requested relief. **DO NOT** list an address if person/entity is listed in category I.

NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled **ORDER GRANTING CHAPTER 7 TRUSTEE'S FOR ORDER AUTHORIZING TRUSTEE'S GLOBAL COMPROMISE RE: ADVERSARY PROCEEDING [ADV. PROC. 6:09-01275-MJ]** was entered on the date indicated as "Entered" on the first page of this judgment or order and will be served in the manner indicated below:

I. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s), the foregoing document was served on the following person(s) by the court via NEF and hyperlink to the judgment or order. As of **April 4, 2011**, the following person(s) are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email address(es) indicated below.

- Stephen R. Wade, Esq., Law Offices of Stephen R. Wade – dp@srwadelaw.com
- Thomas J. Polis, Esq. Polis & Associates –tom@polis-law.com
- Office of the United States Trustee, Riverside Division - ustpregion16.rs.ecf@usdoj.gov
- Karl T. Anderson, Chapter 7 Trustee – edansie@hotmail.com; kanderson@est.epiqsystems.com
- Josephine E. Piranio, Esq. Pite Duncan, LLP – ecfcacbrs@piteduncan.com
- Eddie R Jimenez, Esq., Pite Duncan – ecfcacbla@piteduncan.com
- Jerry LaCues, Esq., Law Offices of Jerry LaCues – jerry@lacueslaw.com
- Alyssa K McCorkle, Esq., Pite Duncan –ecfcacbla@piteduncan.com
- Rabin J. Pournazarian, Esq. – rabin@pricelawgroup.com
- Nathan A. Schultz, Esq. – schultzn@gtlaw.com
- Yaron Shaham, Esq. – ys@severson.com

☐ Service information continued on attached page

II. SERVED BY THE COURT VIA U.S. MAIL: A copy of this notice and a true copy of this judgment or order was sent by United States Mail, first class, postage prepaid, to the following person(s) and/or entity(ies) at the address(es) indicated below:

SERVED VIA U.S. FIRST CLASS MAIL

Marlow Howard Hooper and Monique L. Hooper
5455 Pepper Tree Place, Rancho Cucamonga, California 91737

☐ Service information continued on attached page

III. TO BE SERVED BY THE LODGING PARTY: Within 72 hours after receipt of a copy of this judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an "Entered" stamp by U.S. Mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following person(s) and/or entity(ies) at the address(es), facsimile transmission number(s), and/or email address(es) indicated below:

☐ Service information continued on attached page

Jeffrey M. Davis

(Claim No. 1541)

The Debtor has listed your claim as Contingent, Unliquidated, and Disputed on Schedule F as a General Unsecured claim in the amount of \$0.00. You MUST timely file a Proof of Claim or you will be forever barred from recovery.

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor: GMAC Mortgage, LLC	Case Number: 12-12032	
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Jeffrey M Davis v GMAC Mortgage LLC Ally Bank and MERS Name and address where notices should be sent: Jeffrey M Davis v GMAC Mortgage LLC Ally Bank and MERS GARY A COLBERT DEBTOR PROTECTOR LTD 29452 PENDLETON CLUB DR FARMINGTON HILLS, MI 48336		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (if known) Filed on: _____ <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number: 248-615-3719 email: Garysweb1@yahoo.com		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ <small>* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
Name and address where payment should be sent (if different from above): JEFFREY M. DAVIS 115 S. GAINSBOROUGH AVE. ROYAL OAK, MI 48067 Telephone number: 248-376-0725 email: JDAVIS115@Ameritech.net		
1. Amount of Claim as of Date Case Filed: \$ 195,450 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: Damages and legal costs from wrongful foreclosure attempt (case #2) (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: 9759	3a. Debtor may have scheduled account as: _____ (See instruction #3a) 3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim. If any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)		
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)		
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted") DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: SEE OAKLAND CTY COURT FILE		
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: JEFFREY M. DAVIS Title: MR. Company: N/A Address and telephone number (if different from notice address above): 115 South Gainsborough Ave. ROYAL OAK MI 48067 Telephone number: 248-376-0725 Email: JDAVIS115@Ameritech.net		



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KURTZMAN CARSON CONSULTANT:
COURT USE ONLY

Jeffrey M. Davis

(Claim No. 1542)

The Debtor has listed your claim as Contingent, Unliquidated, and Disputed on Schedule F as a General Unsecured claim in the amount of \$0.00. You MUST timely file a Proof of Claim or you will be forever barred from recovery.

B-10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor: GMAC Mortgage, LLC		Case Number: 12-12032
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Jeffrey M Davis v GMAC Mortgage LLC Ally Bank and MERS Name and address where notices should be sent: NameID: 10987983 Jeffrey M Davis v GMAC Mortgage LLC Ally Bank and MERS GARY A COLBERT DEBTOR PROTECTOR LTD 29452 PENDLETON CLUB DR FARMINGTON HILLS, MI 48336		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Telephone number: 248-615-3719	email: Garysweb1@yahoo.com	
Name and address where payment should be sent (if different from above): JEFFREY M. DAVIS 115 South GAINSBOROUGH AVE. ROYAL OAK, MI 48067		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(). Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Telephone number: 248-376-0725	email: JDAVIS115@Ameritech.net	
1. Amount of Claim as of Date Case Filed: \$ 698,000 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: Legal costs, expenses and damages, first foreclosure attempt, and personal injuries from tort in essence (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: 9759	3a. Debtor may have scheduled account as: (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate: _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, If any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)		
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)		
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted") DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: See Oakland Cty & Mich. Ct. of Appeals court files		
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: JEFFREY M. DAVIS Title: MR. Company: N/A Address and telephone number (if different from notice address above): 115 South GAINSBOROUGH AVE. ROYAL OAK MI 48067 Telephone number: 248-376-0725 Email: JDAVIS115@Ameritech.net Signature: <i>Jeffrey M. Davis</i> Date: 10/17/2012		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both.		



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